



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT
SECRETARY

January 23, 2019

Khoa Nguyen
Director, Office of Technical Services
Federal Highway Administration
3500 Financial Plaza, Suite 400
Tallahassee, Florida 32312

Re: State Specifications Office
Section: **008**
Proposed Specification: **0080302 Prosecution and Progress.**

Dear Mr. Nguyen:

We are submitting, for your approval, two copies of the above referenced Supplemental Specification.

The changes are proposed by Amy Tootle of the State Construction Office to modify the language.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via email to dan.hurtado@dot.state.fl.us.

If you have any questions relating to this specification change, please call me at 414-4130.

Sincerely,

Signature on file

Dan Hurtado, P.E.
State Specifications Engineer

DH/dt

Attachment

cc: Florida Transportation Builders' Assoc.
State Construction Engineer

PROSECUTION AND PROGRESS.**(REV 5-15-18)**

SUBARTICLE 8-3.2 is deleted and the following substituted:

8-3.2 Submission of ~~Working~~Contract Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a ~~work progress~~Contract sSchedule for the project. The Engineer will review and respond to the Contractor within 15 calendar days of receipt.

Provide a ~~Contract~~sSchedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress on of each activity. Show each activity with a beginning work date, a duration, and a monetary value. Include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the ~~Contract~~sSchedule any utility ~~adjustment~~work schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

Submit a working plan with the ~~Contract~~sSchedule, consisting of a concise written description of the construction plan.

The Engineer will return inadequate ~~Contract~~sSchedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated ~~Work Progress~~Contract Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the ~~Contract~~sSchedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised ~~Contract~~sSchedule in the time specified, the Engineer ~~will~~may withhold all Contract payments until the Engineer accepts the schedule.

The Contract Schedule may indicate a completion date in advance of the expiration of Contract Time. However, the Department will not be liable in any way for the Contractor's failure to complete the project prior to expiration of Contract Time. Any additional costs, including extended overhead incurred between the Contractor's scheduled completion date and the expiration of Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Department.

PROSECUTION AND PROGRESS.

(REV 5-15-18)

SUBARTICLE 8-3.2 is deleted and the following substituted:

8-3.2 Submission of Contract Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a Contract Schedule for the project. The Engineer will review and respond to the Contractor within 15 calendar days of receipt.

Provide a Contract Schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress on of each activity. Show each activity with a beginning work date, a duration, and a monetary value. Include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the Contract Schedule any utility work schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

Submit a working plan with the Contract Schedule, consisting of a concise written description of the construction plan.

The Engineer will return inadequate Contract Schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated Contract Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the Contract Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised Contract Schedule in the time specified, the Engineer may withhold all Contract payments until the Engineer accepts the schedule.

The Contract Schedule may indicate a completion date in advance of the expiration of Contract Time. However, the Department will not be liable in any way for the Contractor's failure to complete the project prior to expiration of Contract Time. Any additional costs, including extended overhead incurred between the Contractor's scheduled completion date and the expiration of Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Department.